



INTENT TO PURCHASE (ITP)

The purpose of this Intent to Purchase (ITP) is to express the preliminary interest of Buyer to purchase from Seller the property and all improvements located at the lot number and address listed below.

PLEASE NOTE: This is not a legally binding agreement until a Purchase and Sale Agreement is completed. This ITP will automatically expire unless a Purchase and Sale Agreement is submitted to Pahlisch Homes within **24 hours** of mutual acceptance by both parties.

AGENCY DISCLOSURE: Both Buyer and Seller acknowledge having received the Washington Law of Real Estate Agency pamphlet and hereby acknowledge and consent to the following agency relationships in this transaction:

Name of Buyer's Agent(s): _____

Name of Real Estate Firm (Selling Firm): _____

Cell number: _____ Email address: _____

The above is/are the agent of:

- ☐ Buyer exclusively (Buyer Broker)
- ☐ Both Buyer and Seller (Dual Agent)
- ☐ Unrepresented

Name of Seller's Agent(s): _____

Name of Real Estate Firm (Listing Firm): _____

Cell number: _____ Email address: _____

The above is/are the agent of:

- ☐ Seller exclusively (Listing Broker)
- ☐ Both Buyer and Seller (Dual Agent)
- ☐ Unrepresented

Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency Disclosure shall not constitute acceptance of this Agreement or any terms therein.

Buyer Signature: _____ Print: _____ Date: _____

Buyer Signature: _____ Print: _____ Date: _____

Seller Signature: _____ Print: _____ Date: _____

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HOMES

1. Community Name: _____
2. Lot #: _____
3. Address: _____
4. Plan: _____ Elevation: _____
5. Buyer(s) full legal name(s): _____
6. Buyer(1) cell # _____ Buyer (1) email _____
7. Buyer(2) cell # _____ Buyer (2) email _____
8. Buyer(s) current address: _____
9. Proposed Purchase Price: _____
10. Proposed Down Payment Amount: _____
11. Proposed Earnest Money: _____
12. Contingent on the sale of a home? Yes _____ No _____
 - a. Address of Contingent home: _____
 - b. Is it currently listed? _____ If no, date the home will be listed: _____
13. Proposed Close Date: _____
14. Other Contingency or Conditions: _____

15. Buyer's Lender: _____
16. Do you have a pre-approval from the lender? Yes _____ No _____
17. Terms or type of loan (Cash, Conventional, VA, FHA): _____
18. **Appraisal:** Buyer(s) acknowledge that the purchase agreement will not be contingent on the home appraising for the actual final sales price. In the event the appraisal is less than the purchase price, the buyer(s) agree to pay the difference with cash at closing.

Initials

Initials

- 19. Affiliated Lender Incentive:** Buyer acknowledges that the owners of Pahlisch Homes, Inc. have a business relationship with Hixon Mortgage Company, Inc. Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the home.

By checking one of the boxes below and signing this agreement, Buyer hereby selects the lender that Buyer will use in connection with the purchase of the home.

- 19.1 _____ Buyer elects to use Hixon Mortgage.



At closing Seller will contribute up to \$_____ towards Buyer's closing costs or towards a rate buydown.

19.2 ____ Buyer elects to use a Lender other than Hixon Mortgage.

Buyer acknowledges that entitlement to the incentive above is contingent upon Buyer's use of Hixon Mortgage for financing the purchase of the home. Buyer may change Buyer's election to use Seller's affiliated business, provided it will not make such changes within the last thirty (30) days before Closing or if such changes will cause a delay in Closing. Buyer understands that if Buyer changes Buyer's election to not use Hixon Mortgage, Buyer will not receive the incentive. Credits will not be applied for any unused portion of the incentive.

20. Buyer Brokerage Compensation: Seller shall pay up to ____ % of the net sales price to Buyer Broker Firm. Net sales price to be defined as Total Purchase Price less upgrades/options, and all Seller paid closing costs and/or other concessions paid by the Seller for the benefit of the Buyer. If Buyer Brokerage Firm Compensation agreement with Buyer is less than Seller's offer as stated in this paragraph, the difference shall be credited to the Seller at Closing. In no event shall the compensation paid by Seller exceed the amount provided for in the written agreement between Broker and their client.

21. Additional Terms and/or Proposed Concessions: _____

22. This Intent to Purchase shall automatically expire on _____(Date) at _____(Time)

23. Memorandum of Understanding: This Intent to Purchase is not an offer, nor is it a contract binding upon either party, but is only an expression of some key aspects of the proposed transaction relating to the Property, which the Buyer has an interest in purchasing, all or any of which terms may be reversed, modified, clarified, or cancelled by Buyer or Seller.

If the terms of this Intent to Purchase are agreeable to Seller, the Buyer shall prepare a Purchase and Sale Agreement that includes the PHI Builder Addendum and other miscellaneous addenda and disclosures, within 24 hours of mutual acceptance of this ITP. If Seller does not receive the Buyer(s) signed Purchase and Sale Agreement within 24 hours the Seller has the right to retract or reject the Intent to Purchase and Purchase and Sale Agreement.

Buyer(s) Signature (Acknowledgment) _____ **Date** _____

Buyer(s) Signature (Acknowledgement) _____ **Date** _____



- ☐ Seller agrees to all the terms and conditions set forth in this ITP; or
☐ Seller does not agree to the terms, but make the attached counteroffer; or
☐ Seller does not agree to the terms and chooses not to make a counteroffer.

Seller's Signature (ACKNOWLEDGEMENT) _____ **Date** _____

Listing Licensee: _____ **Listing Firm:** _____
Selling Licensee: _____ **Selling Firm:** _____